

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

AUNYSTI BANKS, A Minor,
By her Guardian of the Estate
Citizens Bank of Batesville,
Arkansas

and

ARKANSAS DEPARTMENT OF HEALTH
AND HUMAN SERVICES,

PLAINTIFFS

v.

NO. 4:06-CV-0322

HAROLD B. COLLINS, M.D. and
AMY CATHERINE EBLE, M.D.
F/K/A AMY WEIDOWER-LAMB, M.D.
F/K/A AMY WEIDOWER, M.D.

DEFENDANTS

v.

EDWANNA BANKS AND CHARLES BANKS, JR.

THIRD-PARTY DEFENDANTS

REPLY BRIEF IN SUPPORT OF MOTION TO DISMISS

Comes defendant Amy Catherine Eble, M.D., and for her
reply brief in support of motion to dismiss, states:

**I. PLAINTIFFS' COMPLAINT SHOULD BE DISMISSED FOR LACK OF
SUBJECT MATTER JURISDICTION.**

In their response to motion to dismiss, plaintiffs do not
dispute the following:

(1) It is plaintiffs' burden to demonstrate by a
preponderance of the evidence that Dr. Eble's domicile is not

Arkansas and to overcome the applicable presumptions. Sheehan v. Dustafson, 967 F.2d 1214, 1215 (8th Cir. 1992).

(2) A presumption exists that Dr. Eble is a citizen of Arkansas and that she is simply a temporary resident of Texas for the duration and for the purpose of her husband's educational endeavor. Holmes v. Sopuch, 639 F.2d 431, 434 (8th Cir. 1981); James W. Moore, Moore's Federal Practice § 102.37 [6], at 102-92 (3d ed. 2005).

(3) The factors indicating a change in domicile are (a) physical presence in a state and (b) the intent to remain indefinitely. Altimore v. Mount Mercy College, 420 F.3d 763, 768 (8th Cir. 2005).

(4) The essential issue is whether plaintiffs can prove Dr. Eble intended to remain in Texas indefinitely, thus establishing a Texas domicile.

To bear their burden of proving diversity and overcoming the applicable presumptions, plaintiffs produced only limited information in their responses to the motion to dismiss, none of which is adequate to meet their burden of proving Dr. Eble intended to remain in Texas indefinitely. For example, plaintiffs erroneously contend Dr. Eble's obtaining a Texas driver's license and registering her vehicle in Texas overcome the presumption that Dr. Eble remained a citizen of Arkansas.

To the contrary, Dr. Eble was simply complying with Texas law, which explains that

[a] person who enters [Texas] as a new resident may operate a motor vehicle in this state for no more than thirty (30) days after the date on which the person enters this state if the person:

- (1) is 16 years of age or older; and
- (2) has in the person's possession a driver's license issued to the person by the person's state or country of previous residence.

Tex. Transp. Code Ann. § 521.029. For a new resident to obtain a Texas driver's license, she must have first registered her motor vehicle in Texas. Tex. Transp. Code Ann. § 521.144(a)(1).

Dr. Eble does not deny that she temporarily resides in Texas for a period of three years which began in 2003. If she had not obtained a Texas driver's license and registered her vehicle in Texas, she would have been in violation of Texas law. That she complied with Texas law proves nothing about whether she intended to remain in Texas indefinitely.

That Dr. Eble registered to vote in Texas does not provide sufficient evidence for plaintiffs to meet their burden of proving Dr. Eble intended to remain in Texas indefinitely or of overcoming the presumption that Arkansas remained her domicile. Although voter registration is one of the many factors involved in determining domicile, voter registration and

actual voting are different things. Boston Safe Dep. & Trust Co. v. Morse, 779 F. Supp. 347, 349 (S.D.N.Y. 1991). Where the party asserting diversity fails to show an existing pattern of voting practices, little weight should be given to voter registration. Id. Here, plaintiffs have introduced no evidence of Dr. Eble's voting practices in Texas.

Finally, Dr. Eble's previous testimony that she has a Texas address and that she is an assistant professor at Baylor College of Medicine is of little significance. Dr. Eble does not deny that her address at the time the complaint was served was in Texas or that she was employed at the Baylor College of Medicine. However, as she highlighted in her brief in support of motion to dismiss, she never intended to remain in Texas for more than three years. Therefore, Dr. Eble's address and place of employment provide little support to plaintiffs' contention that Dr. Eble intended to remain in Texas indefinitely.

In continued support of her motion to dismiss, Dr. Eble has attached a supplemental affidavit as Exhibit "A" to this brief demonstrating the following:

- (1) She has retained her license with the Arkansas Medical Board while in Texas. Dr. Eble Aff. Ex. 1;
- (2) She purchased property in Pulaski County, Arkansas pursuant to a May 18, 2005, contract. Id. Ex. 2;

- (3) She has been issued a 2006 real estate tax statement on the property she purchased for the construction of her home. Id. Ex. 3;
- (4) She has maintained an Arkansas bank account with First Arkansas Bank & Trust while she is in Texas. Id. Exs. 4, 5;
- (5) Her husband, Brian Eble, accepted a post-doctoral fellowship in pediatric cardiology in Texas beginning in 2003. Id. Ex. 6;
- (6) She has maintained her membership in the Arkansas Medical Society while in Texas. Id. Ex. 7; and
- (7) She obtained a three-year adjustable rate mortgage for the purchase of her family's home in Texas. Id. Ex. 8.

Also attached is an affidavit from Dr. Keitha Holland in which Dr. Holland states that Dr. Eble told her before moving to Texas that she intended to reside in Texas for the duration of her husband's medical training and to return to Arkansas upon completion of his training. Exhibit "B."

In light of the evidence before the Court, plaintiffs have not met their burden of proving Dr. Eble changed her domicile from Arkansas to Texas and have not overcome the presumption that Dr. Eble remained a citizen of Arkansas during her family's educational endeavor. Consequently, the Court

should dismiss plaintiffs' complaint for lack of subject matter jurisdiction.

II. THE DISMISSAL SHOULD BE WITH PREJUDICE.

Plaintiffs erroneously contend dismissal in this case should be without prejudice. Plaintiffs non-suited their first complaint in this matter on March 14, 2005, in state court. Exhibit "C." They re-filed their suit in federal court on March 10, 2006, based on Ark. Code Ann. § 16-56-126, which allows a plaintiff one year in which to re-file a complaint after taking a non-suit.

Where a party non-suits his case, re-files it, and then has the case dismissed for lack of jurisdiction, the case should be dismissed with prejudice. Smith v. Sidney Moncrief Pontiac, Buick, GMC Co., 353 Ark. 701, 711-12, 120 S.W.3d 525, 531 (2003). Such is the case here. Plaintiffs previously non-suited their case, they re-filed it, and the case should now be dismissed for lack of jurisdiction. Therefore, the dismissal should be with prejudice.

The cases on which plaintiffs rely are inapposite. Figg v. Russell, 433 F.3d 593, 599 (8th Cir. 2006), involved a § 1983 claim and concomitant state law claims. The district court exercised supplemental jurisdiction over the state claims and dismissed them with prejudice. Id. The Eighth Circuit concluded the dismissal should have been without prejudice. Id.

Figg is inapplicable. Unlike Figg, plaintiffs have not included a federal claim in their complaint. Instead, they elected to re-file their complaint, which includes only state law claims, in federal court. By seeking a dismissal without prejudice, plaintiffs attempt to avoid the statute of limitations that has long since passed. Furthermore, the result of dismissing this case without prejudice would subvert § 16-56-126 by giving plaintiffs not one chance to re-file their suit, but two, and requiring defendants against whom the statute of limitations has expired to wait for extended periods of time far beyond that envisioned by § 16-56-126 to learn whether plaintiffs can or intend to pursue their suit.

Plaintiffs' reliance on Federal Rule of Civil Procedure 41(b) is equally misplaced. That rule explains that a motion to dismiss for lack of jurisdiction should be without prejudice unless the court specifies otherwise in the order. Consequently, Rule 41(b) does not prevent the Court from entering an order of dismissal with prejudice. To the contrary, the plain text envisions the Court's entering orders of dismissal with prejudice. For the foregoing reasons, plaintiffs' case should be dismissed with prejudice.

Respectfully submitted,

Mariam T. Hopkins, Bar No. 88109
E-mail: hopkins@amhfirm.net
/s/ Brett D. Watson, Bar No. 2002182
E-mail: watson@amhfirm.net
ANDERSON, MURPHY & HOPKINS, L.L.P.
400 West Capitol Avenue, Suite 2470
Little Rock, Arkansas 72201
(501) 372-1887

Attorneys for defendant
Dr. Amy Catherine Eble

Certificate of Service

I hereby certify that on May 10, 2006, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which sends notification to the following:

- **James Edward Brader, Jr.**
james.brader@arkansas.gov; lori.mcdonald@arkansas.gov
- **Ralph M. Cloar, Jr.**
Rmcatt@aol.com; Rmclcoop@aol.com
- **Richard B. Dahlgren**
richard.dahlgren@arkansas.gov; lori.mcdonald@arkansas.gov
- **Christian C. Mester**
cmester@medlawlegalteam.com; ab@medlawlegalteam.com
- **Laura Hensley Smith**
Smith@fec.net; resi@fec.net
- **Kenneth M. Suggs**
ksuggs@medlawlegalteam.com

I hereby certify that I mailed the document by United States Postal Service to the following non CM/ECF participants:

Maria H. Dawson

Janet, Jenner & Suggs, LLC - Baltimore
Woodholme Center
1829 Reisterstown Road
Suite 320
Baltimore, MD 21208

Mariam T. Hopkins, Bar No. 88109
E-mail: hopkins@amhfirm.net
/s/ Brett D. Watson, Bar No. 2002182
E-mail: watson@amhfirm.net
ANDERSON, MURPHY & HOPKINS, L.L.P.
400 West Capitol Avenue, Suite 2470
Little Rock, Arkansas 72201
(501) 372-1887

Attorneys for defendant
Dr. Amy Catherine Eble

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THIRD-PARTY DEFENDANTS

AFFIDAVIT OF AMY CATHERINE EBLE, M.D.

Comes defendant Amy Catherine Eble, M.D., who having been
duly sworn, states under oath as follows:

1.

My name is Amy Catherine Eble.

2.

Exhibit No. 1 to this affidavit is a copy of my State of
Arkansas Medical Board license indicating that it was issued
February 4, 2000, and remains in effect.



3.

Exhibit No. 2 to this affidavit is a copy of the sales contract dated May 18, 2005, for the purchase of property in Pulaski County, Arkansas. Confidential information such as the purchase price has been redacted.

4.

Exhibit No. 3 to this affidavit is a copy of my 2006 real estate tax statement from Pulaski County, Arkansas. Confidential information has been redacted.

5.

Exhibit No. 4 to this affidavit is a copy of my bank statement of May 27, 2003, from First Arkansas Bank & Trust. Exhibit No. 5 to this affidavit is a copy of my April 7, 2006, bank statement from First Arkansas Bank & Trust. Confidential information such as the account number and balance has been redacted. The statements are for the same account which I have kept since moving to Texas.

6.

Exhibit No. 6 to this affidavit is a copy of a letter from Texas Children's Hospital indicating my husband's acceptance of a fellowship at Baylor College of Medicine/Texas Children's Hospital.

7.

Exhibit No. 7 to this affidavit is documentation from the Arkansas Medical Society indicating that I have been a member from 1997 through the present.

8.

Exhibit No. 8 to this affidavit is documentation from the mortgage company handling the loan on my Texas home showing the loan is a three year adjustable rate mortgage. Confidential information has been redacted.

Further, the affiant sayeth not.

SO SWORN this 10 day of May, 2006.

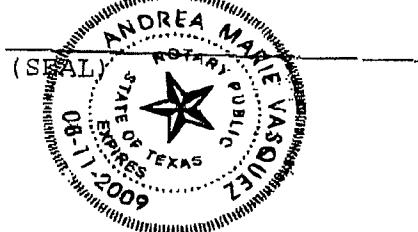
AMY CATHERINE EBLE
AMY CATHERINE EBLE, M.D.

STATE OF Texas)
COUNTY OF Harris) ss.

SUBSCRIBED AND SWORN to before me, a notary public, on this 10th day of May, 2006.

Andrea Marie Vasquez
NOTARY PUBLIC

My Commission Expires: 08-11-2009





State of Arkansas

MEDICAL BOARD

2100 Riverfront Drive
Little Rock, AR 72202

Registration Year: 2005

Active/Unlimited
Issued: 2/4/2000
Expires: 6/30/2006

No.: E-2453
Amy C. Wiedower Eble, M.D.

6550 Fannin
Suite 901
Houston, TX 77030

This is to certify that the above person has paid the license registration fee for the year indicated.

Please notify this office of address or name changes in writing. Failure to respond
applications will be mailed to the name and address listed below unless otherwise notified.
THIS IS YOUR POCKET REGISTRATION CARD
To be carried with you

Print Name:



State of Arkansas

MEDICAL BOARD

2100 Riverfront Drive
Little Rock, AR 72202

Registration Year: 2005

Active/Unlimited
Issued: 2/4/2000
Expires: 6/30/2006

No.: E-2453
Amy C. Wiedower Eble, M.D.
6550 Fannin
Suite 901
Houston, TX 77030

This is to certify that the above person has paid
the license registration fee for the year indicated.

EXHIBIT

1
Source

Deauville Place

SALES CONTRACT

This Agreement made and entered into this 18th day of May, 2005, between Delic Timber Corporation, a Delaware corporation ("Delic" or "Seller"), 7 Chinal Club Blvd., Little Rock, AR 72223 and Family Eagle W. Reddick ("Buyer") of 3027 Aspen Lane, Marlin, TX 77578.

WITNESSETH:

1. Buyer offers to buy, subject to the terms set forth, the following property:

Lot 2 Block 85 of Chenal Valley (Dearville Place), an Addition to the City of Little Rock, Pulaski County, Arkansas.

3. Ernest Money. Buyer herewith tenders a check in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to be deposited upon acceptance as Ernest Money, which shall apply to the purchase price. If title requirements are not fulfilled, the Ernest Money shall promptly be refunded to Buyer. If Buyer fails to fulfill his obligations, the Ernest Money shall become liquidated damages, and Buyer agrees that such amount is reasonable and not a penalty. **THE FACT THAT LIQUIDATED DAMAGES ARE AVAILABLE SHALL NOT PRECLUDE SELLER OR AGENT FROM ASSERTING OTHER LEGAL OR EQUITABLE RIGHTS.**

4. Purchase Terms. ~~Buyer shall pay balance of all~~ earnest money. ~~Buyer shall pay balance of all~~ purchase price on or before June 14, 2005. If closing occurs after 90 days, Buyer will be obligated for interest at the rate of 8% per annum (or the maximum allowed under Arkansas law, whichever is less), beginning with the 91st day from the contract date to the actual date of closing. Buyer understands that no title (neither legal or equitable) shall pass until the purchase price is paid in full. In any event, should Buyer fail to close the purchase of the property ~~on or before June 14, 2005~~, Seller may terminate this Contract by delivery of notice to Buyer at the address listed above and Buyer's earnest money shall be forfeited to Seller as liquidated damages.

5. Conveyance. Conveyance shall be made to Buyer or as directed by Buyer at closing by **SPECIAL WARRANTY DEED** free from monetary liens and encumbrances, except it shall be

THE BOSTONIAN

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EXHIBIT

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subject to any Permitted Exceptions as that term is defined in Paragraph 6 below.

6. Title Insurance. Deltic shall furnish, at Deltic's cost, a policy of Owner's Title Insurance on ALTA Form B subject to the Standard Policy Exceptions in the amount of the purchase price. Such Policy shall insure a merchantable title to Buyer. "Permitted Exceptions" shall include, reservations, easements, mineral deeds, rights-of-way and other restrictions of record.

7. Taxes. Taxes and special assessments due on or before closing shall be paid by Seller. Current general taxes and special assessments shall be prorated as of closing unless otherwise specified.

8. **Closing.** Closing shall occur on or before NOV 18, 2015. Seller's closing shall occur at Lenders Title Company, Little Rock, Arkansas. Buyer's closing shall occur at _____ or at Lenders Title Company if not specified by Buyer.

9. **Financing.** If Buyer is obtaining financing, loan application must be made within (3) business days of acceptance of this offer, or within an adequate time frame to allow closing by agreed closing date specified in Section 8. Buyer's inability to obtain financing in a timely manner will not act to extend the closing date or entitle Buyer to a refund of earnest money.

10. Possession. Possession shall be delivered to Buyer upon closing.

11. Covenants, Restrictions, Bill of Assurance, POAs and Plat. This Agreement is subject to Buyer reading, understanding and agreeing to be bound by the following documents which will be provided by Seller at least 10 days prior to closing:

- A. Declaration of Covenants and Restrictions of Chenal Valley.
- B. Bill of Assurance for Dearville Place.
- C. Articles of Incorporation and By-Laws of Chenal Valley Property Owners' Association, Inc.;
- D. Articles of Incorporation and By-Laws of Dearville Place Property Owners' Association, Inc.;
- E. Copy of Plat of Chenal Valley Block 85, 86, 87 and 88 (Dearville Place), an addition to the City of Little Rock, Arkansas; and
- F. Chenal Valley Design Guidelines.

If within ten (10) days of receipt of these documents, Buyer advises Seller in writing delivered

to Seller's address that any one of documents (a) through (f) above are unacceptable, Buyer's Earnest Money deposit shall be promptly refunded.

12. Closing Costs. Buyer and Seller shall pay their normal closing and recording fees. Each Party shall bear its own attorney's fees, where applicable.

13. Assignment. Buyer's interest in this Agreement is personal and shall not be assigned without the prior written consent of the Seller.

14. Improvement Districts. The property described herein is subject to the liens of Property Owners Improvement District No. 9 of Pulaski County, Arkansas. Buyer agrees to assume the responsibility for payment of all assessments levied by each District attributable to the property for all periods subsequent to closing. ~~for Special Improvements per year~~

15. Cable Television & Telephone. The installation of cable television and telephone lines and equipment is outside the control of the Seller.

16. Agency Representation. The real estate agent below represents the Sellers of the real property. A real estate agent who enters into an agreement to sell property for an owner is known as the "Agent for the Seller." The Agent for the Seller can assist the Buyer in a real estate transaction without representing the Buyer.

17. Expiration of Agreement. This Agreement shall expire unless written acceptance is received by listing agent before 5:00 p.m. on May 18, 2005.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

CHENAL PROPERTIES, INC.

Selling Agent

Selling Broker

Buyer

Buyer

The above offer is accepted on this 18th day of May, 2005.

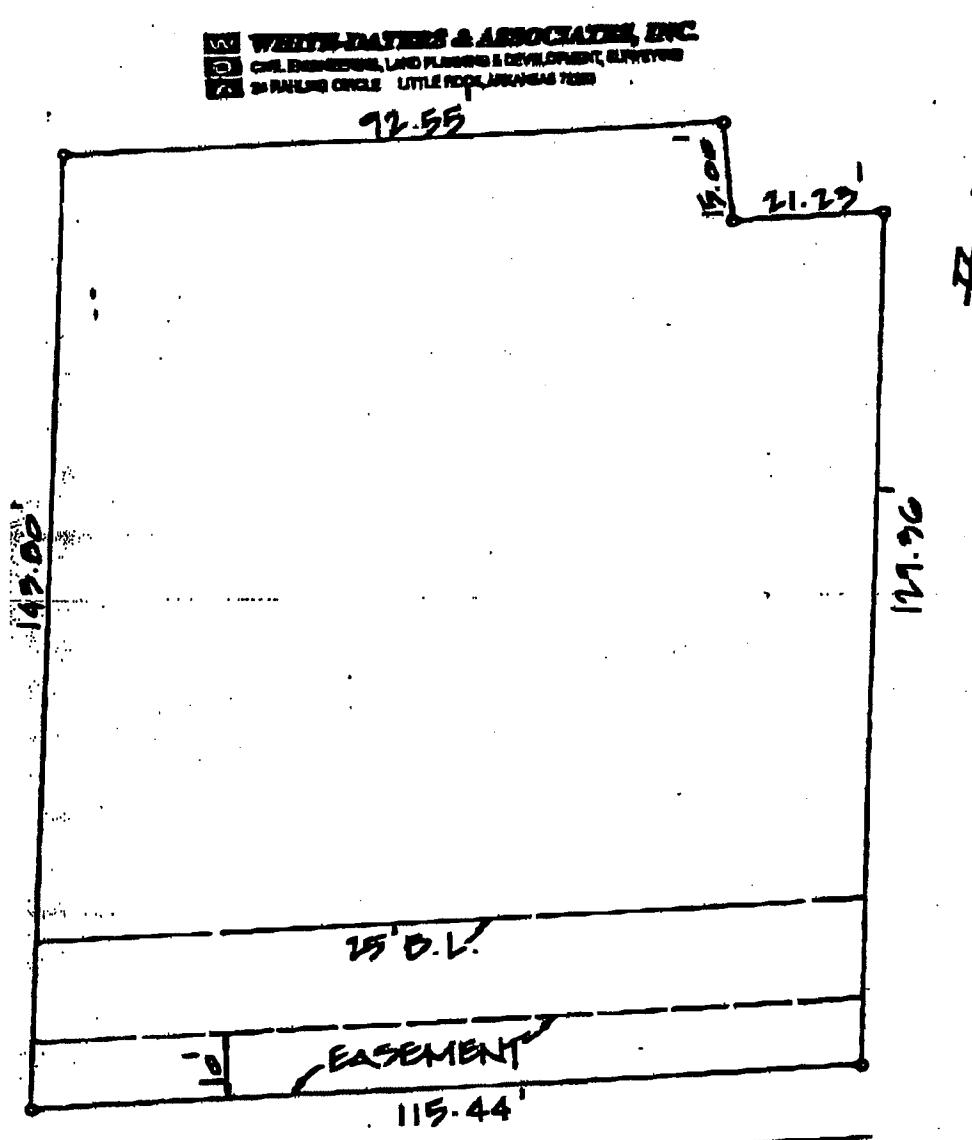
CHENAL PROPERTIES, INC. (Broker)

J. McCay
Listing Associate
J. McCay
Listing Broker

DELTA TIMBER CORPORATION

By: J. McCay
Jack R. McCay
Real Estate Manager

WHITE-MASTERS & ASSOCIATES, INC.
CIV. ENGINEERING, LAND PLANNING & DEVELOPMENT, SURVEYS
20 PARLIAMENT CIRCLE LITTLE ROCK, ARKANSAS 72205



DEAUVILLE CIRCLE (So)

LOT 2, BLOCK 85

SCALE: 1" = 20'



Pulaski County

Debra Buckner
Treasurer

TAX COLLECTION DIVISION

TELEPHONE: (501) 340-6340

Fax: (501) 340-6077

www.co.pulaski.ar.us

email: treasurer@co.pulaski.ar.us

REMIT TO: P.O. Box 430
Little Rock, AR 72203

TO PAY ON-LINE GO TO:
<http://pulaskicountytreasurer.net>

EEBLE AMY WIDOWER
3027 ASPEN LN
MANVEL TX, TX 77578

Date Printed 03/31/2006

REAL ESTATE TAX STATEMENT

Bill #	Yr	Values	Taxes	HRAC	Cost	Penalty	Interest	Specials
312665	05	50	3.17	0.00	0.00	0.00	0.00	0.00

Account # [REDACTED] School: 003 Millage Rate: .0633 Tax Rate: 1.27%
Acreage: 0.000
Legal LOT 2 BLOCK 85 CHENAL VALLEY

General Taxes Due	3.17
Net Assessor Adj.	[REDACTED]
2005 Tax Credit	0.00
 SUBTOTAL	 [REDACTED]
07010 CHENAL VALLEY MUN. PO #9	0.00
Payments Received	0.00
 Current Amount Due	 [REDACTED]
 Delinquent Amount Due	 0.00
Delinquent Specials / Liens	0.00
 Total Amount Due	 [REDACTED]

AMENDED TAX BILL

2005 Tax Breakdown

ENTITY	MILLS	TAX	ENTITY	MILLS	TAX
COUNTY GENERAL FUND	0.050000	0.25	CHILDREN'S HOSPITAL	0.006000	0.03
COUNTY ROAD FUND	0.014500	0.07	LITTLE ROCK GENERAL	0.050000	0.25
LITTLE ROCK BOND AND	0.033000	0.17	LITTLE ROCK LIBRARY	0.028000	0.14
LITTLE ROCK POLICE P	0.010000	0.05	LITTLE ROCK FIREDEPT	0.010000	0.05
PUL CO SPCL SCHOOL D	0.407000	2.04	LITTLE ROCK ROAD FUND	0.014500	0.07
LITTLE ROCK CAPITAL	0.010000	0.05			

TAXES ARE DUE NOW
Penalties and costs can be avoided with payment in full by October 10, 2006.

ADMINISTRATION BUILDING • 201 South Broadway, Suite 150 • Little Rock, Arkansas 72201

EXHIBIT

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FIRST NATIONAL BANK & TRUST

***** ALL FOR AADC 720
 472 0.9380 AB 0.301 10 3 77
 AMY WIEDOWER MD
 OR DONNA WIEDOWER
 P O BOX 7
 GUY AR 72061-0007

72061000707

Date 5/27/03
 Account Number
 CIF Number
 Enclosures

Page 1
 [REDACTED]
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---- CHECKING ACCOUNTS ----

WITH OUR NEW INTERNET BANKING SERVICE- CONVENIENCE IS JUST A
 CLICK AWAY AT www.tccbonline.com OR CALL PHONELINK-OUR 24
 HOUR TELEPHONE BANKING SERVICE @ 362-4582 OR 1-866-362-4582

PREMIER CHECKING	Number of Enclosures	10
Account Number	Statement Dates 4/28/03 thru 5/27/03	
Previous Balance	Days in the Statement Period	30
1 Deposits/Credits	Avg Ledger Balance	
9 Checks/Debits	Avg Collected Balance	
Service Charge	Interest Earned	
Interest Paid	Annual Percentage Yield Earned	0.40%
Ending Balance	2003 Interest Paid	

DEPOSITS AND ADDITIONS

5/12 DDA REGULAR DEPOSIT
 5/27 INTEREST PAID 30 DAYS

CHECKS IN SERIAL NUMBER ORDER

DATE....	CHECK NO....	AMOUNT	DATE....	CHECK NO....	AMOUNT
4/29	1089		5/22	1097	
5/05	1093*		5/16	1098	
5/07	1094		5/23	1099	
5/05	1095		5/23	1100	
5/08	1096				

* Indicates a skip in Check Number

DAILY BALANCE INFORMATION

4/28		5/08		5/23	
4/29		5/12		5/27	
5/05		5/16			
5/07		5/22			

EXHIBIT

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~~ALL INFORMATION CONTAINED~~

***** ALL FOR AADC 720
472 0.9380 AB 0.301 10 3 77
AMY WIEDOWER MD
OR DONNA WIEDOWER
P O BOX 7
GUY AR 72061-0007
72061000707

Date 5/27/03
Account Number
CIF Number
Enclosures

Page 2
10

PREMIER CHECKING

~~ALL INFORMATION CONTAINED~~ (Continued)

INTEREST RATE SUMMARY

DATE.....INTEREST RATE
4/27 .40%

* * * END OF STATEMENT * * *



Texas Children's Hospital

Pediatric Cardiology
MC19345-C
6621 Fannin
Houston, Texas 77030

Day (832) 826-5600 • Night (832) 824-2099
Appointments 1-800-80-HEART
FAX: (832) 825-5630

www.hcm.tmc.edu/pedi/cardio/



**BAYLOR
COLLEGE OF
MEDICINE**

The Little Frank Abercrombie
Section of Cardiology
Department of Pediatrics

J. Timothy Bricker, M.D., Chief of Cardiology
Jeffrey A. Towbin, M.D., Associate Chief

Carolyn A. Altman, M.D.
Nancy A. Ayres, M.D.
Antonio Baldini, M.D.
Louie I. Bezzola, M.D.
Neil E. Bowles, Ph.D.
Anthony C. Chang, M.D., M.B.A.
Susan W. Denfield, M.D.
W. Jeffrey Dreyer, M.D.
Benjamin W. Edmon, M.D.
Howaida G. El-Saad, M.D., Ph.D.
Arnold L. Fenrich, Jr., M.D.
Richard A. Friedman, M.D.
Arthur Garrison, Jr. M.D., M.F.H.
Ronald G. Grifka, M.D.
Mary M. Harris, Ph.D.
Naomi J. Kertesz, M.D.
John P. Kovalchin, M.D.
Grace C. Kung, M.D.
Elizabeth Llinas, Ph.D.
Antonio R. Mott, M.D.
Charles E. Mullins, M.D.
Michael R. Nihill, M.D.
Jack F. Price, M.D.
Ricardo H. Pignatelli, M.D.
Shannon M. Raveras, M.D.
David W. Sopko, M.D.
Thomas A. Vargo, M.D.
Matthew Vatta, Ph.D.
G. Wesley Vick III, M.D., Ph.D.
Julie A. Vincent, M.D.

June 12, 2002

Brian Eble, MD
2300 Rebsamen Park Road, Apt C211
Little Rock, AR 72202

Dear Brian,

Let us express our enthusiasm and pleasure that you will be joining us as a first-year postdoctoral fellow in Pediatric Cardiology starting in July, 2003. We are truly looking forward to having you as a member of our program.

Please sign, date, and return this letter to confirm your acceptance of the fellowship position. Let us know if we can be of any assistance to you during the remainder of your pediatric training.

Sincerely,

J. Timothy Bricker, MD
Chief, Pediatric Cardiology Section
Baylor College of Medicine
Texas Children's Hospital

Thomas A. Vargo, MD
Director, Fellowship Program
Pediatric Cardiology Section
Texas Children's Hospital

I confirm that I have accepted a fellowship position starting July, 2003 in the Pediatric Cardiology Fellowship Program at Baylor College of Medicine/TX Children's Hospital.

Brian Eble, MD (date) 6/12/02

EXHIBIT

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ARKANSAS MEDICAL SOCIETY

P.O. Box 55088 • Little Rock, AR • 72215-5088

Telephone (501) 224-8967 • WATS 1-800-542-1058 • FAX (501) 224-6489 • E-MAIL: ams@arkmed.org • WEB PAGE www.arkmed.org

May 1, 2006

Amy C. Wiedower, MD
Fax 281-489-2969

RE: Amy C. Wiedower, MD

Our records indicate that Dr. Amy C. Wiedower is a current member in good standing of the Arkansas Medical Society through 2006. Dr. Wiedower has been a member of the Arkansas Medical Society from September, 1997 thru 2002 in our Medical Student and Residency program and then September 2002 - current.

If you have any questions, please contact me.

Sincerely,

Teresa Newcomb
Teresa Newcomb
Bookkeeper/Membership

EXHIBIT

7

tabbies®

Account Information

Statement Date: 05/01/06
 Property Address 3027 ASPEN LANE
 MANVEL TX 77578

ACCOUNT NUMBER: [REDACTED]

Type of Mortgage 3/1 ARM
 Principal Balance 337500.00
 Interest Rate 3.37500%
 Escrow Balance .00
 Interest Year To Date [REDACTED]
 Taxes Paid Year To Date [REDACTED]

Account Activity

	PAYMENTS RECEIVED	CURRENT PAYMENT DUE
DATE	4/28/06	6/01/06
PRINCIPAL	[REDACTED]	[REDACTED]
INTEREST	[REDACTED]	[REDACTED]
ESCROW	[REDACTED]	[REDACTED]
ADDITIONAL PRINCIPAL	[REDACTED]	[REDACTED]
ADDITIONAL ESCROW	[REDACTED]	[REDACTED]
TOTAL AMOUNT	[REDACTED]	[REDACTED]

ON 04/26/06, \$500.00 WAS CREDITED TO YOUR ESCROW ACCOUNT.

Page 1 of 3

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[REDACTED]

AMY C EBLE
 BRIAN EBLE
 3027 ASPEN LN
 MANVEL TX 77578-2931

[REDACTED]

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Detach and return the bottom portion with payment. Retain the top portion for your records.

671-2168-020SF REG

EXHIBIT

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Tables*

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

AUNYSTI BANKS, A Minor,
By her Guardian of the Estate
Citizen's Bank of Batesville,
Arkansas

and

ARKANSAS DEPARTMENT OF HEALTH
AND HUMAN SERVICES,

PLAINTIFFS

v.

No. 4:06-cv-0322

HAROLD B. COLLINS, M.D. and
AMY CATHERINE EBLE, M.D.
F/K/A AMY WEIDOWER-LAMB, M.D.
F/K/A AMY WEIDOWER, M.D.

DEFENDANTS

AFFIDAVIT OF KEITHA HOLLAND, M.D.

Comes Keitha Holland, M.D., who having been duly sworn,
states under oath as follows:

1.

My name is Keitha Holland. My address is 525 Western
Avenue, Conway, Arkansas 72034.

2.

I spoke with Dr. Amy Catherine Eble prior to her moving
to Texas in 2003. She stated to me it was her intent to reside
in Texas for the duration of her husband's medical training and
to return to Arkansas upon the completion of his training.

EXHIBIT

B

tables

Further, the affiant sayeth not.

SO SWORN This 5th day of May, 2006.

Keitha Holland
KEITHA HOLLAND, M.D.

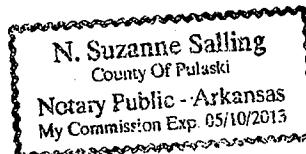
STATE OF ARKANSAS)
COUNTY OF Pulaski) ss.

SUBSCRIBED AND SWORN to before me, a notary public, on
this 5th day of May, 2006.

N. Suzanne Salling
NOTARY PUBLIC

My Commission Expires:

5-10-13
(SEAL)



Rec'd
5/2/05

2005 000415

IN THE CIRCUIT COURT OF WHITE COUNTY, ARKANSAS

* * * * *

**AUNYSTI BANKS, a minor,
by her parents and next friends
EDWANNA BANKS, and
CHARLES BANKS, JR.; EDWANNA
BANKS; and CHARLES BANKS, JR.**

Plaintiffs

v.

LAW NO. 2003-805

**HAROLD B. COLLINS, M.D.;
KIMBERLEY J. FARMER, M.D.;
CULLEN DALE FULLER, M.D.;
AMY WEIDOWER-LAMB, M.D.; and
CHRISTY WALKER, M.D.**

Defendants

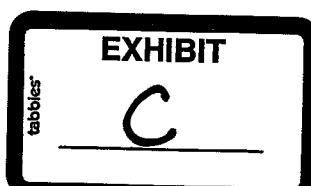
* * * * *

**ORDER OF VOLUNTARY DISMISSAL (NON-SUIT) OF ALL CLAIMS
WITHOUT PREJUDICE AS TO SEPARATE DEFENDANTS HAROLD COLLINS,
M.D., CULLEN DALE FULLER, M.D., AMY CATHERINE EBLE F/K/A WEIDOWER-
LAMB, M.D., CHRISTY WALKER, M.D., AND KIMBERLY J. FARMER, M.D.**

Now on this 14th Day of March, 2005, comes on for consideration Plaintiffs' Motion for Voluntary Dismissal (Non-Suit) of All Claims Without Prejudice against Separate Defendants Harold Collins, M.D., Cullen Dale Fuller, M.D., Amy Catherine Eble f/k/a Weidower-Lamb, M.D., Christy Walker, M.D., and Kimberly J. Farmer, M.D. From said Motion and other matters appearing before the Court, the Court finds as follows:

1. That Plaintiffs desire to voluntarily dismiss (non-suit) all claims without prejudice against Separate Defendants Harold Collins, M.D., Cullen Dale Fuller, M.D., Amy Catherine Eble f/k/a Weidower-Lamb, M.D., Christy Walker, M.D., and Kimberly J. Farmer, M.D.
2. That Plaintiffs have not previously taken a non-suit of their claims against Separate

- 1 -



Defendants Harold Collins, M.D., Cullen Dale Fuller, M.D., Amy Catherine Eble f/k/a Weidower-Lamb, M.D., Christy Walker, M.D., and Kimberly J. Farmer, M.D.

IT IS THEREFORE, BY THE COURT, CONSIDERED, ORDERED AND ADJUDGED that the Complaint of the Plaintiffs against Separate Defendants Harold Collins, M.D., Cullen Dale Fuller, M.D., Amy Catherine Eble f/k/a Weidower-Lamb, M.D., Christy Walker, M.D., and Kimberly J. Farmer, M.D., should be and the same is dismissed without prejudice to its being re-filed at a later date pursuant to Arkansas law, each party to bear their own costs herein expended.



The Honorable Bill Mills
Circuit Judge, Circuit Court for White County

cc: J. Scott Davidson, Esquire
Christian C. Mester, Esquire (By Application for Special Appearance)
Laura Hensley Smith, Esquire
Edwin L. Lowther, Jr., Esquire
Mariam T. Hopkins, Esquire
Phillip Malcom, Esquire

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